

**DIVISION OF INTERCOLLEGIATE ATHLETICS  
FULL-TIME HEAD FOOTBALL COACH  
EMPLOYMENT CONTRACT**

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**

**THIS AGREEMENT** is entered into by Rutgers, the State University of New Jersey ("University" or "Rutgers") and Chris Ash ("Head Coach").

**IN CONSIDERATION OF** the mutual covenants, promises and conditions contained in this Agreement, the University and Head Coach agree as follows:

**I.** The University offers and Head Coach accepts employment as Head Coach of Football and Head Coach agrees to the terms set forth in this Employment Contract ("Contract" or "Agreement"). The University agrees there shall be no re-assignment of duties or demotion of Head Coach during the Term (as defined below).

**II. TERM**

The term of the appointment (the "Term") is effective as of December 7, 2015 and terminates on February 28, 2023 (the "Termination Date"), without further notice to Head Coach, subject to the terms set forth in this contract and subject to the extensions as provided hereafter. Each period during the Term from March 1 to February 28 (or February 29 in a leap year) shall be deemed a "Contract Year," with the exception of the first Contract Year which commenced December 7, 2015 and shall end February 28, 2017.

**III. COMPENSATION**

A. Salary. In consideration for services and performance of the terms of this contract, the University will pay Head Coach based on an annual guaranteed (subject to the terms of this Agreement) salary during the term of this contract of **\$550,000** which shall be payable in accordance with regular payroll practices at the University.

B. Additional Guaranteed Compensation. In addition to the base salary set forth above, Head Coach shall be paid Additional Guaranteed Compensation at the following annual rates during the following periods of time. Additional Guaranteed Compensation shall be paid in accordance with the University's regular payroll practices.

December 7, 2015 through February 28, 2017:	\$1,450,000
March 1, 2017 through February 28, 2018:	\$1,550,000
March 1, 2018 through February 28, 2019:	\$1,650,000
March 1, 2019 through February 28, 2020:	\$1,750,000
March 1, 2020 through February 28, 2021:	\$1,850,000
March 1, 2021 through February 28, 2022:	\$1,950,000
March 1, 2022 through February 28, 2023:	\$2,050,000

The parties acknowledge that year one of Head Coach's employment (December 7, 2015 – February 28, 2017) will encompass more than a three hundred sixty-five (365) day calendar year and Rutgers agrees that Head Coach shall be entitled to receive a pro-rata portion of the total amount of Additional Guaranteed Compensation for that period that exceeds three hundred sixty-five (365) days, based on an annual amount of \$1,450,000.

C. Annual Performance Bonus Incentives. Head Coach shall have the opportunity to earn bonuses based on the athletic performance of the football program in a respective season as detailed below; provided, however, that Head Coach is employed as head coach for the Rutgers football program on the day the goal for which the

bonus applies is achieved (and the bonus earned). All performance bonuses listed below are cumulative, except where noted:

- Big Ten Conference Championship Qualifier - \$100,000
- Big Ten Conference Championship Winner - \$50,000
- Tie for the Big Ten Division Champion but not Championship Game Participant - \$50,000
- Big Ten Contracted Bowl Game Qualifier - \$100,000
- Big Ten Conference Coach of the Year (Solo or Shared) - \$50,000
- National Coach of the Year (Solo or Shared) - \$100,000

The College Football Playoff (CFP) performance bonuses below are noncumulative with respect to an individual season and the University shall pay the single highest bonus achieved in a respective season below:

- CFP Championship Game Win - \$500,000
- CFP Championship Game Qualifier - \$250,000
- CFP Semi-Final Game Qualifier - \$175,000
- CFP Non Semi-Final Bowl Game Qualifier - \$150,000

In each Contract Year in which the football team finishes in the Top 25 of the final CFP poll (following all bowls and playoff games), the University shall pay Head Coach a bonus in the amount of \$50,000, or if under the same terms, the team finishes in the Top 15, a bonus of \$100,000, whichever is higher.

**D. Annual Academic Bonus Incentives.** Head Coach shall have the opportunity to earn bonuses based on the academic achievement of the football program relating to a respective academic year as detailed below; provided, however, that Head Coach is employed as head coach for the Rutgers football program on the day the goal for which the bonus applies is achieved (and the bonus earned).

- Team multi-year APR of 960 or above, as determined by the National Collegiate Athletic Association ("NCAA") based upon data and other information submitted by the University in accordance with the University's regular practices for football student-athletes - \$50,000
- Scholarship player being selected as an Academic All-American by the College Sports Information Directors of America - \$10,000 per selection

The right to receive the bonus provided for in Section III.C above shall be forfeited and, if the bonus already has been paid, repaid by you to Rutgers within sixty (60) days if Rutgers, due to conduct by you, members of your coaching staff, or Rutgers football student-athletes with your knowledge and under your direct supervision that occurred while you were Head Coach, is required by the NCAA or by the conference of which Rutgers is a member to forfeit any titles, championships or wins such that any performance threshold that had been achieved would not have been achieved without the title, championship or win that was forfeited or vacated. The bonuses outlined in Sections III.C and III.D above shall be paid within thirty (30) days of being earned or achieved unless otherwise stated herein, even if such date is outside the Term (and Coach is no longer employed by Rutgers).

**E. Benefits.** Head Coach shall be entitled to fringe benefits on the same basis as they are provided to non-aligned University employees, with contributions and benefit amount based upon salary (as defined in Section III.A herein) where relevant and permitted by New Jersey and federal law. By way of example only, these include life insurance, health insurance, disability insurance, retirement program, and vacation, sick, and other leave. Some of these benefits are provided by the State of New Jersey and are subject to state legislation, rules and regulations. With respect to both benefits furnished by the State of New Jersey and benefits furnished by Rutgers, these benefits may change from time to time and Head Coach shall be subject to all changes that are applicable to non-aligned employees. With respect to vacation, Head Coach will accrue vacation allowance in accordance with the accrual rates set forth in the University's vacation leave policy for non-aligned employees but shall receive no less than six (6) weeks of paid vacation per Contract Year. (Rutgers Policy Section 60.3.10) Notwithstanding the University vacation leave policy, the following will apply: Vacation time must be used during the year in which Head Coach

accrues it. There is no carryover of vacation. The University will not pay Head Coach for any unused vacation time upon the expiration or earlier termination, for any reason, of this contract.

F. Vehicle. The University will pay Head Coach an annual automobile stipend of **\$15,000** (payable in equal installments in Head Coach's bi-weekly paycheck) in accordance with the University's normal payroll practices. The stipend is to be used to purchase or lease a vehicle. Head Coach will be responsible for all fuel, insurance, repair and maintenance expenses for any vehicle he purchases or leases (without benefit of any University mileage reimbursement benefits).

G. Relocation Expenses. The University will pay reasonable and allowable relocation and temporary housing expenses pursuant to the Athletics' (as defined in Subparagraph I below) policy, and any applicable law.

H. Country Club. Upon request, the University will provide Head Coach with a club membership (including initiation fees and monthly dues) suitable for the development duties of the position, to be chosen by the University after discussion with Head Coach. All personal expenses outside of the initiation fees and dues associated with such membership will be paid by Head Coach.

I. Travel. Space permitting, up to five (5) members of Head Coach's immediate family will be permitted to travel with him during the regular season and post-season on road trips to Rutgers football games for games where travel is by charter flight only. Rutgers will be responsible for the travel expenses and overnight accommodations for this travel. Any additional persons that Head Coach wishes to bring on team charter flights to road games will be proposed by Head Coach and subject to the approval of the Director of Intercollegiate Athletics ("Director") of the Rutgers Division of Intercollegiate Athletics ("Athletics"). If any guest traveling with the team is under 18 year of age, Head Coach acknowledges and agrees to abide the University's Minors on Campus policy and to sign a waiver in form satisfactory to the University.

J. Tickets. University shall make available at no cost to Head the following tickets:

- A suite of University's choosing for each home football contest;
- Six (6) tickets to each home basketball game.

All tickets provided in this section are for Head Coach's use for the advancement of University interests and shall not be sold or rented to others.

#### **IV. DUTIES AND RESPONSIBILITIES**

A. Head Coach shall faithfully, diligently and conscientiously serve in the full-time position of Head Coach and shall oversee the assistant coaches and all other relevant staff in the coaching, administration, promotion and recruitment of the Rutgers football team in a manner consistent with Rutgers' policies and practices governing intercollegiate athletics so as to allow the team to compete effectively and achieve its various goals, and Head Coach shall perform any other duties reasonably assigned by the Director. Head Coach must obtain the prior written approval of the Director (not to be unreasonably withheld or delayed), in order to enter into arrangements in which Head Coach will provide services in exchange for compensation or benefits to Head Coach or his family.

B. Head Coach understands and agrees that the position is a full-time twelve month position and that Head Coach will devote full-time attention and energy to the duties of Head Coach (excluding periods of vacation or incapacity as permitted by this Agreement); and Head Coach further understands and agrees that he will avoid any business or professional activities or other pursuits that would materially interfere with the performance of the duties of Head Coach. Head Coach further understands and agrees that the written approval of the Director shall be required for other employment or any other outside income-producing activity (not to be unreasonably withheld or delayed). This requirement is separate from, and in addition to, any NCAA regulations concerning athletically-related income-producing activities and any other University requirements regarding disclosure of outside activity.

C. Head Coach shall report to the Director. Head Coach agrees to work closely and cooperatively with the Director, the Football Sport Administrator, the Athletics staff and other Rutgers employees on all matters in the discharge of his duties. At the discretion of the Director, Head Coach may work under the immediate supervision of the football sports administrator (if different than the Director), and in such case, under the general supervision of the Director. The Director shall perform an evaluation of the performance of Head Coach at the end of each football season (including any post-season game). The Director shall meet with Head Coach to review the evaluation.

E. Head Coach agrees to represent the University positively in public and private forums and shall not engage in conduct or act in such a manner that can be reasonably seen to reflect adversely in a material way on the University or its athletic programs. Head Coach shall perform his duties and personally comport himself at all times in a manner reasonably consistent with good sportsmanship and with the high moral, ethical, professional and academic standards of the University and Athletics, it being understood that, by way of example, game conduct resulting in a penalty against coach (or something similar) shall not constitute a violation of this paragraph.

F. At all times during the Term, Head Coach shall diligently seek to observe and uphold all academic standards, requirements and policies of the University and Athletics in conjunction with the Office of Student-Athlete Academic Support Services, and will encourage all football team members to perform to their highest academic potential. Head Coach recognizes that the primary mission of the University is to serve as an institution of higher learning and shall fully cooperate with the Office of Student Athlete Academic Support Services, and all academic counselors or similar persons designated by the University to reasonably and diligently assist student-athletes and shall use his personal best efforts to encourage and promote those efforts. In that respect, Head Coach recognizes that the goal of the University is that every student-athlete obtain a baccalaureate degree, and agrees to diligently seek to support the attainment of this goal. It is recognized by the parties that a student-athlete may be declared ineligible for competition for academic reasons, because the University believes the student-athlete would not be an appropriate representative of the University under University policies and rules, as a disciplinary sanction under the University's Code of Conduct, or because the University believes that the student-athlete is not eligible according to the rules for athletics competition specified by the Big Ten Conference or the NCAA, or for similar reasons.

G. At all times during the Term, Head Coach shall take reasonable action necessary to comply with and to implement the policies of the University relating to alcohol and substance abuse and to class attendance by students subject to his direct control or authority, and to exercise reasonable care that all personnel and students subject to his direct control or authority comply with such policies. Head Coach represents and warrants that he has read such policies and that he will remain current as to the content of such policies.

H. In addition to appearances that Head Coach schedules on his own behalf as Head Football Coach of the Rutgers Football program, subject to Head Coach's availability, Head Coach shall be reasonably required to make up to an additional 12 appearances with reasonable advance notice during each Contract Year at the reasonable discretion of the Director. The University shall use good faith efforts for such appearances to be commensurate with Head Coach's role as a Division 1 football coach. Head Coach shall not be required to endorse any person, product, cause or service in or in connection with any appearances hereunder consistent with University Policy 80.1.4.

## V. CAMPS AND CLINICS

A. During the Term, Head Coach shall direct football camps and clinics at Rutgers and may, notwithstanding anything to the contrary in Paragraph IV.B of this Agreement, derive income from such camps and clinics, during each summer season. If Head Coach directs a football camp at the University, Head Coach shall be required, for those years in which he directs such a football camp, to execute the standard camp/clinic contract with Athletics for use of facilities and to pay any amounts (which shall be on comparable terms as any other Rutgers

entity utilizing the same facilities and resources) due to Rutgers University including, but not limited to, room and board costs for campers and staff. The camps and clinics shall be owned and operated by Head Coach's limited liability company and shall be conducted in accordance with and subject to Rutgers' rules and regulations governing athletic sports camps. If, in the future, Rutgers wishes to change the way it structures its summer sports camps and clinics in order to operate the camps and clinics as a University activity, and if Rutgers intends for this change to apply to all summer sports camps and clinics held at Rutgers' New Brunswick campus, Head Coach's camps and clinics shall be subject to the new structure and subject to Head Coach's agreement, Head Coach shall conduct the camps and clinics under the new structure. In consideration for conducting the camps and clinics for Rutgers under the new structure, Head Coach shall be compensated in an amount that is mutually agreed upon by the parties.

B. For the duration of this Contract and subject to the provisions above, Head Coach's limited liability company shall be permitted to use University's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation ("Proprietary Marks") solely for the operation of the summer football camp programs. If the name of Head Coach's limited liability company contains any reference to Rutgers or a Proprietary Mark, then at Rutgers' request, Head Coach shall dissolve his limited liability company and file with the State of New Jersey a Certificate of Cancellation and any other required forms in order to dissolve his limited liability company. The University has the right to use the Proprietary Marks used by Head Coach in relation to the summer camps and clinics, at any time, for any purpose, notwithstanding the provisions herein. Upon termination of this agreement for any reason and/or the dissolution of Head Coach's limited liability company, Rutgers shall continue to retain all rights to use the Proprietary Marks, and all goodwill associated with the Proprietary Marks used in conjunction with the summer camps and clinics will adhere and belong solely to the University. Further, Head Coach acknowledges and agrees that he will have no right or interest in any such Proprietary Marks.

## **VI. ASSISTANT COACHES**

A. Assistant Coaching and Football Support Staff Positions. Head Coach shall work closely and cooperatively with the Director in recruiting, screening, interviewing and hiring all football assistant coaches and support staff. Head Coach may recommend appointments, renewals and terminations to the Director. As these persons are or will become employees of Rutgers, the Director retains authority to make the final decisions in these areas.

B. Annual Assistant Coach Compensation (Base Salary). The University shall make available a pool of not less than \$2,750,000 for annual salaries for the nine (9) football assistant coaches. Effective July 1, 2017, this amount shall be increased annually, as determined by the Director, by not less than 3% or, if the team has a winning final record and competes in a bowl game, by not less than 5%, with any increase above these amounts being within the sole discretion of the Director. Head Coach shall determine in consultation with the Director, and subject to the approval of the Director, the allocation of annual salaries of the individual coaches. Nothing herein requires that the entire pool be expended if Head Coach determines in consultation with the Director that expending the full pool is not necessary to recruit and retain the desired assistant coaching staff.

C. Annual Assistant Coach Compensation (Bonus). If the football team has a winning season and participates in a post-season bowl game, each assistant coach will be eligible for a bonus equivalent to one month's salary based on the assistant coach's salary at the time of the post-season bowl-game. Assistant Coaches must be actively employed on the day of the post-season bowl game giving rise to the bonus in order to be eligible to receive the bonus. Bonuses shall be forfeited and, if the bonus already has been paid, shall be repaid by the assistant coach to Rutgers within sixty (60) days if Rutgers, due to conduct that occurred while the assistant coach was employed, is required by the NCAA or by the conference of which Rutgers is a member to vacate or forfeit any titles, championships or wins such that any performance threshold that had been achieved would not have been achieved without the title, championship or win that was vacated or forfeited. The bonus(es) shall be lost in the year in which the infraction occurred, and in all subsequent years affected by the infraction or any related penalty. Rutgers is notified of the forfeiture and in all subsequent years.

## **VII. OUTSIDE ACTIVITIES AND PROGRAMS**

A. The duties and responsibilities of Head Coach require a substantial commitment of time and attention, and the position of Head Coach is a prominent and high profile position. In view of the foregoing and in accord with ethical standards and conflicts of interest requirements as prescribed by law and by University policy, Rutgers and Head Coach agree as follows: Subject to the provisions herein, Head Coach may pursue and engage in outside commercial endorsement activities and personal appearances that Head Coach secures on his own initiative and that are not inconsistent with, or do not conflict with, any of the duties or activities referenced in this Agreement or that Head Coach is otherwise aware of. Such activities or appearances shall not conflict with any arrangements to which Rutgers is party, or the policies, rules or regulations of Rutgers or Athletics, the NCAA, or the Big Ten Conference (or any conference to which Rutgers at that time is a member). Prior to agreeing to engage in any outside activity, Head Coach shall secure the prior approval of the Director, not to be unreasonably withheld or delayed. The purpose of securing approval is to permit the Director to make a case by case determination whether the proposed participation by Head Coach in the activity meets the standards set forth above and is in the best interest of the University. Further, the Director shall consider whether the proposed participation by Head Coach presents a conflict of interest or a conflict of commitment and whether Head Coach's participation is consistent with the values, missions and interests of Rutgers, Athletics and the football program as the Director may, in his sole reasonable discretion, determine. Head Coach may identify and represent himself as Head Coach in connection with approved activities. Head Coach agrees to act in a professional manner in all such activities and Rutgers agrees that Head Coach shall retain all compensation paid to him that is derived from such approved activities, endeavors and endorsements. Head Coach shall be responsible for all tax reporting and tax payments due in connection with such outside compensation.

B. Head Coach acknowledges and agrees that his compensation hereunder shall include and cover his services, if requested, related to the media, promotions and public relations, which shall include, but not be limited to, live, recorded or previously broadcast University football games, coach's shows, call-in programs, post-game and pre-game interviews, highlight shows, replay shows and other programs (hereinafter called "Programs") that may be offered currently or in the future on all media outlets, including but not limited to radio, and all forms of television, internet, satellite, cable, broadband, high definition TV, DVD, video cassettes, wireless and video on-demand media appearances consistent with the role of a head coach of a Big Ten football program. Head Coach agrees that, as between Head Coach and the University, the University shall own all broadcasting and telecasting rights (including production and marketing) to the Programs (offered in any format). Head Coach also agrees to, and hereby does, assign in perpetuity to University or its then current multimedia rights holder a nonexclusive right, title and interest in his name, nickname, initials, autograph, facsimile signature or likeness, photograph, and derivatives therefor, and his approved picture, approved image and approved resemblance and other indicia closely identified with Head Coach in connection with the Programs. Head Coach agrees to work with Rutgers in an effort to make the Programs successful and, subject to the demands of scheduled team practice and games, Head Coach agrees to provide his customary and related services as Head Coach to and perform on the Programs and to reasonably cooperate in the production, broadcasting and telecasting of the Programs. In addition, Head Coach agrees to perform all other duties as reasonably requested by the Director in an effort to make the Programs successful.

## **VIII. COMPLIANCE**

A. Except as otherwise expressly provided in this Agreement, Head Coach shall be subject to all University regulations, policies and procedures and legal requirements generally applicable to other non-aligned employees, including ethical standards and conflict of interest requirements. Further, Head Coach shall be subject to all regulations, policies and procedures of the Division of Intercollegiate Athletics.

B. Head Coach shall diligently seek to comply with all federal, state and local laws, and know and comply with the rules, regulations, policies, principles, ethical standards and requirements, as amended from time to time,

of the University, Athletics, the NCAA, the Big Ten Conference, or any other intercollegiate athletic organization with which the University may be affiliated now or in the future (the "Rules"). Head Coach also shall use all reasonable means to assure that subordinate employees and student athletes comply with the Rules. Furthermore, Head Coach shall immediately report to the Director of Athletics' Office of NCAA Compliance (or other appropriate office), in writing, if Head Coach has reasonable cause to believe that any person or entity, including without limitation, representatives of the University's athletic interests, has violated or is likely to violate or may potentially have violated any of the Rules.

C. Head Coach shall cooperate fully with any compliance effort or investigation initiated by the University, the NCAA, the Big Ten Conference or any other intercollegiate athletic organization with which the University may be affiliated now or in the future. Head Coach understands and agrees that the University shall have the discretion to suspend Head Coach, without pay, pending the outcome of a compliance investigation involving the actions or omissions (alleged or otherwise) of Head Coach. Any suspension imposed pursuant to this Paragraph shall not exceed a period of thirty (30) days. If Head Coach is found without fault after the compliance investigation, then Head Coach shall have any withheld payment restored.

D. In conjunction with the compliance office and other staff, Head Coach shall diligently seek to comply with NCAA reporting and disclosure requirements for income and benefits received from athletically-related income-producing activities. Head Coach agrees that in accordance with NCAA Bylaw 11.2.2 (Report of Athletically-Related Income), he shall annually report in writing to the Director who will report to the President all athletically-related income and benefits from sources outside of the University (including, but not limited to, income from annuities, sports camps, housing benefits, country club memberships, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletic shoe, apparel or equipment manufacturers). Other than internal university communications or as required by law, the University will use its best efforts to maintain the confidentiality of all information disclosed to Rutgers by Head Coach pursuant to this Paragraph.

E. If Head Coach is found to have violated NCAA rules or regulations, whether while employed by Rutgers, or to have failed to report or to prevent or stop a violation of which he knew or reasonably should have known while employed at Rutgers, he shall be subject to disciplinary or corrective action, as set forth in, but not limited by, the provisions of the NCAA enforcement procedures, including suspension without pay pending resolution of the investigation in to Head Coach's role in the violation (provided, however, that no suspension hereunder shall exceed a period of thirty (30) days) or termination of employment for significant or repetitive violations. For the avoidance of doubt, such discipline or corrective action is independent of any other action that may be taken by the University hereunder or pursuant to any Rule.

F. Head Coach shall possess and maintain a valid Driver's License; provided, however that temporary loss or suspension of such license of minimal duration, or failure to renew such license in a timely manner shall not be deemed a breach of this Agreement. In addition, Head Coach must maintain a safe and appropriate driving record.

G. The University, directly or through its multimedia rights holder, has entered into exclusive sponsorship arrangements with various companies. Head Coach shall not knowingly take any action or enter into any agreement that would cause the University to be in violation or breach of any such exclusive arrangement. Furthermore, Head Coach shall not enter into any agreement that would prohibit Head Coach from making personal appearances at activities or functions associated with the University's exclusive sponsors.

## **IX. DISCIPLINE AND TERMINATION**

### **A. FOR CAUSE**

1. The University may impose discipline upon Head Coach, up to and including termination of employment if after giving Head Coach written notice and an opportunity to meet with the Director within two days of such notice, for: (i) material breach of any provision of this contract, (ii) inattention to or neglect of a material duty, (iii) willful misconduct, (iv) acts of moral turpitude that have or are likely to have an adverse, material impact on the University's good name or reputation, (v) material disregard of the duty to ensure all staff under his supervision and student-athletes abide by the Academic Integrity policy, (vi) conduct that publicly brings material shame and disgrace to the University or is otherwise detrimental to the University's good name and reputation as a public institution of higher education respectful of individuals and the rule of law, (vii) a material, intentional, multiple, or repetitive violation of University rules, regulations, policies, or directives, (viii) a material, intentional, multiple or repetitive violation of the rules and regulations of the NCAA, the Big Ten Conference, or any other intercollegiate athletic organization with which the University may affiliate, (ix) a criminal conviction, (x) unapproved absence from duty (excluding illness/incapacity or emergency for which Head Coach is unable to obtain prior approval), (xi) fraud or material dishonesty in performance of Head Coach's duties hereunder, including but not limited to the preparation of any documents to or for the University, Athletics, NCAA or the Big Ten Conference, (xii) use or consumption by Head Coach of alcoholic beverages, drugs, controlled substances or other chemicals as to impair his ability to perform his duties hereunder, or (xiii) any failure to report known violations as required by Section VIII.B hereunder. For purposes of this Section IX.A, each provision will be as determined reasonably and in good faith by the Director, and whether conduct is "material" will depend on the following, among other things: the nature of the conduct; the nature of the rules, regulations or policies in question; or the existence of one or more prior instances of any of the foregoing conduct, without regard to materiality.

2. Should the University elect to terminate Head Coach's employment under this Section IX.A, payment of salary and benefits shall cease as of the date of termination, and the University shall not be liable for payment of any salary, bonuses, benefits, or any other item that would or could have been earned after the date of termination but shall make payments for any amounts owed prior to the date of termination including for any unpaid bonuses, salary or reimbursements. The University will not pay Head Coach for any unused vacation time upon a termination for cause. In addition, and independent of any action that may be taken pursuant to the foregoing provisions of Section IX.A, Head Coach, if found in violation of NCAA regulations, shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay (not to exceed a period of thirty 30 days) or termination of employment.

3. Failure to impose disciplinary or corrective actions in any particular instance of breach or violation, or with respect to any particular conduct or incident, shall not act as a waiver of the University's right to later discipline or correct Head Coach in connection with any breach, violation, conduct or incident, whether the same or different in degree or type.

## B. TERMINATION WITHOUT CAUSE

1. The University, in its sole discretion and without cause defined in Section IX.A above, may terminate the services of Head Coach as it deems necessary to further the best interests of the University. In such an event, the University, on a bi-weekly basis consistent with the University's regular payroll, shall continue to pay Head Coach an amount equal to Head Coach's compensation (as set forth in Sections III.A and III.B) ("Post-Termination Pay"), but no other amount or item (except for any achieved and earned bonuses not yet paid at the time of termination), as of the date of termination, for the balance of the Agreement's Term, all subject to Section IX.B.2 below. Payment of Post-Termination Pay is contingent upon Head Coach signing a separation agreement and full release to be negotiated by the parties in good faith in a form mutually satisfactory to the parties ("Release"). Post-Termination Pay shall commence only upon full execution of the Release. Head Coach agrees to accept the Post-Termination Pay as full settlement of all claims and demands which may accrue to Head Coach under this Agreement and the University shall not be liable to Head Coach for any other damage, loss or amount, including any claims or demands for loss of collateral income, business opportunities, expectations, or for any other direct, indirect or consequential damage or loss. Upon a termination without cause pursuant to this Section IX.B.1, Head

Coach shall no longer be an employee of the University, and will not be eligible, nor will receive, any University or New Jersey State benefit, and the Post-Termination Pay shall not be considered salary or compensation for any retirement or pension plan purposes whatsoever, and no employer or employee contributions to any retirement or pension plan shall be required or made in connection with the Post-Termination Pay.

2. Following such termination, Head Coach shall be required to exert reasonable efforts to secure other employment consistent with Head Coach's background, skills and experience. Upon securing such employment as a head coach or assistant coach in the NFL or Division I college football, Rutgers shall immediately be entitled to offset the remaining Post-Termination Pay by the income Head Coach earns in the new employment position. In order to implement this provision, Head Coach shall be required to notify Rutgers promptly in writing as to his securing other employment. The parties acknowledge and agree that University shall be entitled to, and Head Coach will ensure that, University receives immediate and sufficient verification of Head Coach's new salary.

### C. DEATH OR DISABILITY

This contract shall terminate upon the death or upon the total and permanent disability of Head Coach. Total and permanent disability shall mean physical or mental incapacity of a nature which prevents Head Coach, in the sole judgement of Rutgers, from performing his duties under this contract for a period of 90 consecutive days. In such case, compensation and other benefits earned but not paid under this contract, pro-rated through the date of termination, shall be paid to Head Coach or his personal representative/estate, as the case may be.

### D. TERMINATION BY HEAD COACH

1. Head Coach may terminate this contract immediately by providing the University written notice. Payment by Rutgers of salary and benefits shall cease as of the date of termination of employment, or the start of new employment, whichever is first.

2. The parties acknowledge that the services of Head Coach are unique and of a personal nature and, further, that were Head Coach to terminate his employment during the Term, it would be difficult to assess the damages suffered by Rutgers. Accordingly, if Head Coach terminates this Agreement prior to February 28, 2023, Rutgers shall be entitled to receive from Head Coach liquidated damages, and not a penalty, outlined below, to be paid on a biweekly basis commencing on the first Friday of the month after the termination and ending on the Termination Date:

- Termination by Head Coach between December 7, 2015 and February 28, 2019 - \$600,000 for each remaining Contract Year in the Term (including a pro-rated amount for the then-current Contract Year).
- Termination by Head Coach between March 1, 2019 and January 5, 2023 - \$500,000 for each remaining Contract Year in the Term (including a pro-rated amount for the then-current Contract Year).

The amounts listed above are to reimburse Rutgers for expenses including, but not limited to, searching for, recruiting, hiring and relocating a new head coach. The parties acknowledge and agree that the actual costs to Rutgers likely to result from Head Coach's early termination of this Agreement are difficult to estimate on the date of this Agreement and the stipulated payment above represents a fair, reasonable and appropriate estimation thereof. The parties intend that Head Coach's payment hereunder would serve to compensate Rutgers for any cost to Rutgers resulting from Head Coach's early termination, and they do not intend for it to serve as punishment for any earlier termination by Head Coach. In the event of early termination by Head Coach requiring the payments set forth above, Head Coach shall make the payments in accordance with the same payment terms upon which Head Coach received his salary from Rutgers throughout the Term of the Agreement (i.e., biweekly and with final payment due and owing on the expiration date of the Term).

## **E. NOTIFICATION REQUIRED PRIOR TO DISCUSSION WITH OTHER EMPLOYERS**

Head Coach agrees to provide the Director with notice prior to engaging (either directly or through a representative) in any material negotiations (which include but are not limited to, compensation) with any other prospective employer for athletically-related employment.

## **X. MISCELLANEOUS**

A. This contract represents the entire agreement between the parties with respect to the subject matter herein and supersedes any previous or contemporaneous verbal or written agreements concerning the employment of Head Coach. No other promises, representations or agreements shall be binding henceforth unless executed in writing by the parties. However, it is understood and agreed to by the parties that Head Coach is subject to all University regulations, policies and procedures generally applicable to other Division of Intercollegiate Athletics employees and to other non-aligned employees except as may be otherwise specifically provided for in this Agreement.

B. No amendment to this Contract shall be valid and binding upon the parties unless made in writing and signed by Head Coach and an authorized representative of the University.

C. Head Coach may not use or associate University's Proprietary Marks in connection with any arrangements, directly or indirectly, without the prior written consent of the Director and the University Trademark and Licensing department. If any use of Proprietary Marks is permitted hereunder, the use shall be non-exclusive and non-transferable and such permission shall automatically expire upon termination, for any reason, of this Agreement, or earlier upon written notice from the University. Furthermore, Head Coach acknowledges and agrees that (i) there exists great value and goodwill associated with the Proprietary Marks, and (ii) the Proprietary Marks and all rights therein and goodwill pertaining thereto belong exclusively to University.

D. All materials or articles of information, including, without limitation, personnel records, recruiting records, football information, films, statistics or any other material or data, furnished to Head Coach by University or developed or obtained by Head Coach on behalf of University or at University's direction or for University's use or otherwise in connection with Head Coach's employment hereunder are and shall remain the sole property of University. Within seventy-two (72) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Head Coach shall immediately cause any such materials in his possession or control, including, but not limited to, all keys, credit cards, telephones and computers (including all other technological devices) to be delivered to University.

E. Head Coach acknowledges and agrees that Rutgers has the exclusive right to select footwear, apparel and equipment for the use of its student-athletes and staff during official practices and games.

F. Head Coach acknowledges and agrees that the Director has the ultimate right to contract for and establish the football schedule of the Rutgers football team, and to negotiate the terms of the various football game contracts, as well to accept invitations for pre-season or post-season play.

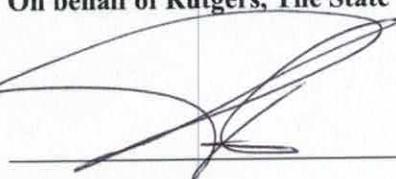
G. If any provision of this contract is determined to be void, invalid, unenforceable or illegal, it shall not affect the validity or enforceability of the remaining provisions.

H. This contract is governed by and is to be construed and enforced in accordance with the laws of the State of New Jersey without regard to New Jersey's conflicts of laws provisions. All disputes arising under this contract are to be resolved in the courts of the State of New Jersey in Middlesex County. The courts of the State of New Jersey are to have exclusive jurisdiction over this contract and the parties consent to the venue and personal jurisdiction of the Superior Court of New Jersey, Middlesex County.

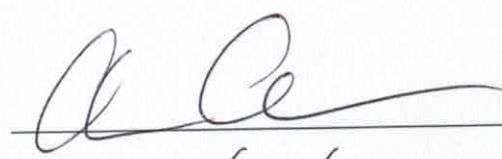
This Agreement is signed by the parties to be effective as of December 7, 2015.

**Patrick Hobbs, Director of Intercollegiate Athletics  
On behalf of Rutgers, The State University**

**Chris Ash, Head Coach**



Date: 11/25/17



Date: 11/25/17